

Document 2005 5086

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MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

| | |
|----------|---|
| COMPUTER | ✓ |
| RECORDED | ✓ |
| COMPARED | ✓ |

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

✓
Record and Return by Mail by Pickup to:
Wells Fargo Home Mortgage Final Documents
1000 Blue Gentian Road MAC X9999-01M
Eagan, MN 55121

This Instrument Prepared By:
Carie Wohlers
Preparer's Name
Mortgage Specialist
Preparer's Title
1919 Douglas Street
Street Address
Omaha, NE 68102-9845
City, State Zip
0059216978
Loan Number

DY NY

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Michael D. Yori

Dena N. Yori

[type the name of each Homeowner signing this Affidavit]:

being duly sworn, on his or her oath state as follows:

1. Homeowner owns the manufactured home ("Home") described as follows:

| Used New/Used | 1996 Year | Wick Manufacturer's Name | ES-488 Model Name or Model No. | 56 x 28 Length/Width |
|-----------------------|--------------|-----------------------------|-----------------------------------|-------------------------|
| 91566 A Serial No. | | 91566 B Serial No. | | |

- The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.
- If the Homeowner is the first retail buyer of the Home, Homeowner is in receipt of (i) the manufacturer's warranty for the Home, (ii) the Consumer Manual for the Home, (iii) the Insulation Disclosure for the Home, and (iv) the formaldehyde health notice for the Home.
- The Home is or will be located at the following "Property Address":

| | | | | |
|----------------------------------|-----------------|-------------------|---------------|-------------------|
| 235 NW Locust Street or Route | Earlham City | Madison County | Iowa State | 50072 Zip Code |
|----------------------------------|-----------------|-------------------|---------------|-------------------|

5. The legal description of the Property Address ("Land") is typed below or please see attached legal description:

The North 35 Feet of the West Half (1/2) of Lot Four (4) in Block Five (5) of Academy Addition to the Town of Earlham, Madison County, Iowa, and all of Lot Three (3) and the South Half (1/2) of Lot Two (2) in Block Five (5) of Academy Addition to the Town of Earlham, Madison County, Iowa.



- The Homeowner is the owner of the Land or, if not the owner of the Land, is in possession of the real property pursuant to a lease in recordable form, and the consent of the lessor is attached to this Affidavit.
- The Home is shall be anchored to the Land by attachment to a permanent foundation, constructed in accordance with applicable state and local building codes and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty, and permanently connected to appropriate residential utilities (e.g., water, gas, electricity, sewer) ("Permanently Affixed"). The Homeowner intends that the Home be an immovable fixture and a permanent improvement to the Land.
- The Home shall be assessed and taxed as an improvement to the Land.

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9. Homeowner agrees that as of today, or if the Home is not yet located at the Property Address, upon the delivery of the Home to the Property Address:
- (a) All permits required by governmental authorities have been obtained;
 - (b) The foundation system for the Home was designed by an engineer to meet the soil conditions of the Land. All foundations are constructed in accordance with applicable state and local building codes, and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty.
 - (c) The wheels, axles, towbar or hitch were removed when the Home was placed on the Property Address; and
 - (d) The Home is (i) Permanently Affixed to a foundation, (ii) has the characteristics of site-built housing, and (iii) is part of the Land.
10. If the Homeowner is the owner of the Land, any conveyance or financing of the Home and the Land shall be a single transaction under applicable state law.
11. Other than those disclosed in this Affidavit, the Homeowner is not aware of (i) any other claim, lien or encumbrance affecting the Home, (ii) any facts or information known to the Homeowner that could reasonably affect the validity of the title of the Home or the existence or non-existence of security interests in it.
12. A Homeowner shall initial only one of the following, as it applies to title to the Home:

[Closing Agent: please refer to the Manufactured Home and Land Supplemental Closing

Instructions for completion instructions:

- The Home is not covered by a certificate of title. The original manufacturer's certificate of origin, duly endorsed to the Homeowner, is attached to this Affidavit, or previously was recorded in the real property records of the jurisdiction where the Home is to be located.
- The Home is not covered by a certificate of title. After diligent search and inquiry, the Homeowner is unable to produce the original manufacturer's certificate of origin.
- my DP* The manufacturer's certificate of origin and/or certificate of title to the Home shall be has been eliminated as required by applicable law.
- The Home shall be covered by a certificate of title.
13. This Affidavit is executed by Homeowner(s) pursuant to applicable state law.

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IN WITNESS WHEREOF, Homeowner(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this 13th day of October, 2005.

Michael D. Yori (SEAL)
Borrower #1

Teresa J. Scales
Witness

Michael D. Yori
Printed Name
Dena N. Yori (SEAL)
Borrower #2

Krista K. Fiter
Witness

Dena N. Yori
Printed Name

Borrower #3 (SEAL)

Witness

Printed Name

Borrower #4 (SEAL)

Witness

STATE OF Iowa)

) ss.:

COUNTY OF Dallas)

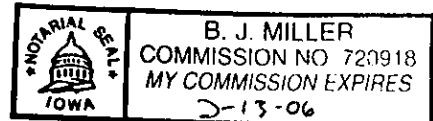
On the 13th day of October in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared

Michael D. Yori and Dena N. Yori, husband and wife
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that ~~he/she/~~they executed the same in ~~his/her/~~their capacity(ies), and that by ~~his/her/~~their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

B. J. Miller
Notary Signature

Official Seal:

B. J. Miller
Notary Printed Name



Notary Public; State of Iowa

Qualified in the County of Dallas

My commission expires: 2/13/06

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